

A. G. Contract No. KR891132TRD
ESC File: JPA 89-73
Project: 077 PN 135 H2668 01C
Section: State Route 77
Oracle Jct.-Globe Highway
Town of Winkelman

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF WINKELMAN

THIS AGREEMENT is entered into September 6, 1989
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF WINKELMAN, acting by and through its Town Council, (the
"Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. It is to the mutual advantage of the State and the
Town to landscape certain areas within the right of way on
State Route 77 at the following location:

From centerline roadway station 2306+25 to
centerline roadway station 2312+50, a net
distance of approximately .12 miles.

NO. 14184

FILED WITH SECRETARY OF STATE

Date Filed 9-6-89

Jim Sheconway
Secretary of State

By B. W. Winkelman

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare Landscape Architectural plans for the landscaping and irrigation project and submit them to the Town for approval.

2. After Town approval of the plans, the project will be constructed by the Town, using Town funds. Upon completion of the work, the State shall reimburse the Town 75 percent of the landscape contract costs, not to exceed 75% of the project cost estimate. Town shall be responsible for 75% of any contractor claims for extra compensation attributable by State to Town.

3. The Town shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The Town shall furnish all water for landscape installation during the construction phase, and all water hereafter necessary to properly maintain the landscape, all at Town expense.

5. After construction, the Town shall maintain the landscaping and irrigation system within the right of way and shall furnish all electrical power necessary to maintain the landscaping within the right of way.

6. The Town hereby agrees to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the Town, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Town of Winkelman
Town Manager
Town Hall - 206 Giffin Ave.
Winkelman, AZ 85283

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

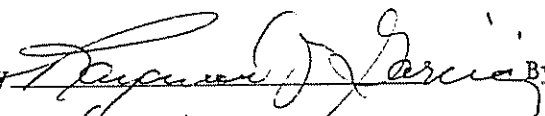
IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF WINKELMAN

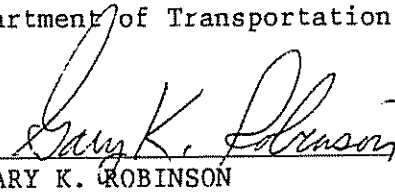
STATE OF ARIZONA

Department of Transportation

By



By



Title Vice-Mayer

GARY K. ROBINSON

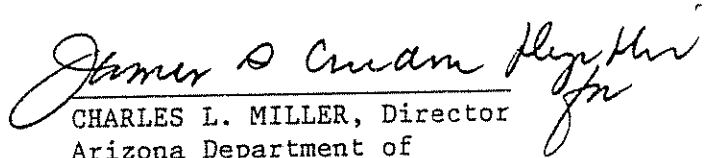
Chief Deputy State Engineer

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12JUN

RESOLUTION

BE IT RESOLVED on this 26th day of May 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Winkelman for the purpose of landscaping certain areas within the right of way on S.R. 77, approximately .12 miles.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 196

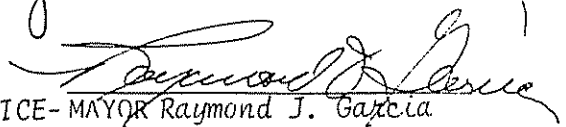
A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF WINKELMAN ENTERING INTO
AN AGREEMENT WITH ARIZONA DEPARTMENT OF
TRANSPORTATION FOR THE PURPOSE OF
LANDSCAPING CERTAIN ARIZONA DEPARTMENT
OF TRANSPORTATION RIGHT-A-WAY WITHIN THE
WINKELMAN TOWN LIMITS.

WHEREAS, on July 15, 1988, the State Transportation Board
approved an ADOT Non-Interstate Landscaping Program Grant for FY 1989,
to the Town of Winkelman; and

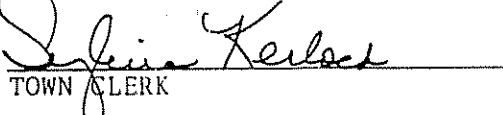
WHEREAS, pursuant to Arizona Revised Statutes Section 48-572
the Town may enter into this agreement for the purpose of landscaping
areas within the right-of-way on State Route 77, approximately .12
miles in an area known as Cobo Lane; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council
of the Town of Winkelman that authorization is hereby granted to enter
into this agreement.

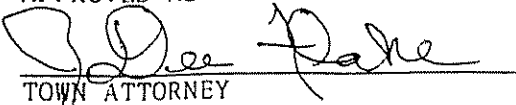
PASSED AND ADOPTED THIS 10th day of July, 1989.


VICE-MAYOR Raymond J. Garcia

ATTEST:


TOWN CLERK

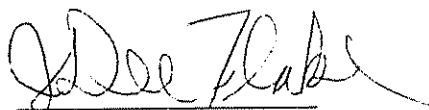
APPROVED AS TO FORM:


TOWN ATTORNEY

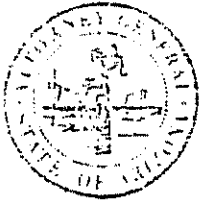
APPROVAL OF THE TOWN ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF WINKELMAN and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 4th day of Aug, 1989.

A handwritten signature in cursive script, appearing to read "Dee Fluke", written over a horizontal line.

Town Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR891132TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 28th day of August, 1989.

ROBERT K. CORBIN
Attorney General

Dan R. Kellogg
Assistant Attorney General
Transportation Division